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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

MARIA ANDRADE, et al.,

Plaintiff,

vs.

AMERICAN FIRST FINANCE, INC., et al.

Defendants.

Case No.: 3:18-cv-06743-SK

**PLAINTIFF'S PROPOSED VERDICT  
FORM**

Trial Date: April 11, 2023

Time: TBD

Loc.: Crtrm C/15<sup>th</sup> Floor

Judge: Hon. Sallie Kim

1 **PLAINTIFF'S PROPOSED VERDICT**

2 **1. Violations of Civil Code, Section 1770 (a)**

3 A. Is Plaintiff a consumer who purchased goods or services as part of a transaction?

4 Yes \_\_\_\_\_ No \_\_\_\_\_

5 If your answer to question 1 is yes, then answer question 2. If you answered no, stop  
6 here, answer no further questions, and have the presiding juror sign and date this form.

7 B. Is American First Finance ("AFF") or its agent a person that provided goods or  
8 services to Plaintiff as part of a transaction?

9 Yes \_\_\_\_\_ No \_\_\_\_\_

10 **2. California Financing Law**

11 A. Intent to Evade California Financing Law

12 On the question of intent to evade California Financing Law, we find in favor of:

13 (choose one)

14 \_\_\_\_\_ Plaintiff and against Defendant

15 \_\_\_\_\_ Defendant and against Plaintiff

16 B. Operating Without a Lending License

17 On the question of conducting its transactions with Plaintiff while not possessing  
18 a California lending license, we find in favor of:

19 (choose one)

20 \_\_\_\_\_ Plaintiff and against Defendant

21 \_\_\_\_\_ Defendant and against Plaintiff

22 C. Charging in Excess of California Financing Law

23 On the question of charging, contracting for, or receiving amounts from Plaintiff  
24 in excess of amounts permitted by the California Financing Law, we find in favor  
25 of:

26 (choose one)

27 \_\_\_\_\_ Plaintiff and against Defendant

28 \_\_\_\_\_ Defendant and against Plaintiff

1 **3. Violations of Civil Code § 1770 (a)(14)**

2 A. Did AFF or its agent make a representation or omission that a transaction with  
3 Plaintiff conferred or involved rights, remedies or obligations that it did not have  
4 or that are prohibited by law?

5 Yes \_\_\_\_\_ No \_\_\_\_\_

6 **3. Violations of Civil Code § 1770(a)(2)**

7 A. Did AFF or its agent make a misrepresentation or omission to Plaintiff regarding  
8 the source, sponsorship, approval, or certification of goods or services?

9 Yes \_\_\_\_\_ No \_\_\_\_\_

10 **4. Violations of Civil Code § 1770(a)(3)**

11 A. Did AFF or its agent make a misrepresentation or omission to Plaintiff regarding  
12 the affiliation, connection, or association with, or certification by, another to  
13 Plaintiff?

14 Yes \_\_\_\_\_ No \_\_\_\_\_

15 **5. Violations of Civil Code § 1770(a)(5)**

16 A. Did AFF or its agent make a misrepresentation or omission to Plaintiff as to  
17 whether that goods or services have sponsorship, approval, characteristics,  
18 ingredients, uses, benefits, or quantities that they do not have or that AFF or its  
19 agent has a sponsorship, approval, status, affiliation, or connection that they do  
20 not have?

21 Yes \_\_\_\_\_ No \_\_\_\_\_

22 **6. Notice Requirement**

23 A. Did Plaintiff send AFF the notice that is required by the CLRA?

24 Yes \_\_\_\_\_ No \_\_\_\_\_

25 If your answer to question 6 is yes, then answer question 7. If you answered no, stop  
26 here, answer no further questions, and have the presiding juror sign and date this form

27 **Answer Question 7 only if you have answered, for Plaintiff and against Defendant in any  
28 of the questions above:**

1 **7. Damages**

2 A. Please indicate the amount if any, in dollars, that you award to Plaintiff:

3 \$ \_\_\_\_\_

4 **PUNITIVE DAMAGES**

5 **Answer Question 8 only if you have awarded an amount of damages in question 7.**

6 8. Do you find by clear and convincing evidence that American First Finance acted with  
7 oppression, fraud or malice in committing violations of the CLRA?

8 Yes \_\_\_\_\_ No \_\_\_\_\_

9 **Answer Question 9 only if you have answered "Yes" to Question 8**

10 9. Please indicate the amount if any, in dollars, that you award as punitive damages to  
11 plaintiff against American First Finance:

12 \$ \_\_\_\_\_

13 **Unruh Act**

14 **Answer Question 10 only if you found in favor of Defendant and against Plaintiff in**  
15 **Section 2. California Financing Law, above.**

16 10. Did American First Finance purchase the Security Agreement from Elegant Furniture?

17 Yes \_\_\_\_\_ No \_\_\_\_\_

18 If your answer to question 10 is yes, then answer question 11. If you answered no, stop here,  
19 answer no further questions, and have the presiding juror sign and date this form.

20 11. Did Elegant Furniture deliver a copy of the Security Agreement to Plaintiff after she  
21 purchased the furniture?

22 Yes \_\_\_\_\_ No \_\_\_\_\_

23 If your answer to question 11 is yes, then answer question 12. If you answered no, answer  
24 question 13.

25 12. Did Elegant Furniture provide to Plaintiff a single document describing the entire  
26 agreement with respect to the cost and terms of payment and a description of the  
27 purchased goods sufficient to identify them?

1            Yes \_\_\_\_\_ No \_\_\_\_\_

2 If your answer to question 12 is yes, stop here, answer no further questions, and have the  
3 presiding juror sign and date this form. If you answered no, then go to question 13.

4 13.     You should award Plaintiff \$2151.15 against AFF.

5  
6 DATED: \_\_\_\_\_

\_\_\_\_\_  
Jury Foreperson